JD(ATL)—31—06
Norwich, CT

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

EASTERN ENERGY SERVICES, LLC

and **Case 34-CA-11315**

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION No. 40

Darryl Hale, Esq., and
Thomas E. Quigley, Esq.
for the General Counsel.
Thomas Kelm, Organizer
for the Charging Party.
Bernard E. Jacques, Esq.,
for the Respondent.

DECISION

Statement of the Case

LAWRENCE W. CULLEN, **Administrative Law Judge**: This case was heard before me in Hartford, Connecticut, on May 16 and 17, 2006. The complaint is based on a second amended charge filed on January 26, 2006, by Sheet Metal Workers' International Association, Local 40 ("Local 40" or "the Union"), with the National Labor Relations Board ("the Board") and alleges that Eastern Energy Services, LLC ("Eastern Energy" or "the Respondent" has committed violations of Sections 8(a)(1) and (3) of the National Labor Relations Act ("the Act"). The complaint is joined by the answer filed by the Respondent wherein it denies the commission of any violations of the Act.

After due consideration of the testimony and evidence received at the hearing and the parties' contentions at the hearing and the briefs filed by the General Counsel and the Respondent, I make the following:

Findings of Fact and Conclusions of Law

I. <u>The Business of the Respondent</u>

The complaint alleges, Respondent admits and I find that at all times material herein the Respondent, is and has been a corporation with an office and place of business located in Norwich, Connecticut, where it has been engaged as a mechanical contractor in the heating and air conditioning industry, that during the 12-month period ending January 31, 2006,

Respondent in conducting its aforesaid operations, purchased and received at its facility goods valued in excess of $50,000 directly from points located outside the State of Connecticut and that at all material times Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

II. The Labor Organization

The complaint alleges, Respondent admits and I find that at all times material herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

This case involves the efforts of the Union to obtain work for its members with Respondent, a mechanical contractor and Respondent's response to these efforts. In July of 2005, the Union had 500 active members and 35 apprentices in its jurisdiction which encompasses the entire state of Connecticut. At that time 150 of its members were unemployed. The Union operates as a non-signatory hiring hall and permitted its members to seek and accept work in the sheet metal industry with non-union employers. Prior to this period the State legislature had passed legislation requiring employees engaged in the sheet metal industry and other trades to be licensed in order to work in their trade. Respondent employs two separate trades, the plumbers/pipe fitters who work on piping and water and steam flow and sheet metal employees who work on air flow and architectural metal and copper roofing. Both of these trades are regulated by the Connecticut Department of Consumer Protection and the Heating, Piping and Cooling Board. The tradesmen must be licensed to work in the Heating, Ventilation and Air Conditioning (HVAC) industry. Sheet metal employees are required to have an SM-2 license which authorizes them to perform the entire gamut of sheet metal work. Sheet metal employees who have an SM-5 license are authorized to perform only kitchen duct and exhaust work.

Debra Roggero, Respondent's Director of Operations and her partner Shawn Hixson, Respondent's Project Manager/Estimator, are co-owners of Respondent. They purchased the Respondent on October 20, 2003, from the prior owner who also owned two other companies at the same location, one of which was dissolved and the other of which, Eastern USA Fuel, Inc., was sold to another individual. However the signs for the two companies remained at the facility including a sign advertising hiring of sheet metal workers.

On January 20, 2004, Hixson met with Local 40 representatives at the request of Paul Massimo, a long time acquaintance and a former employee of Respondent as well as a member of Local 40. Massimo had worked for Respondent in the past but would leave if he were offered union work under the Local 40 agreement. This was acceptable to Respondent. Massimo talked to Hixson about Local 40 regularly and informed him of the benefits of the Union and of signing an agreement with the Union. Present at the meeting with Hixson were Local 40 organizer Frank Pannone (who was retired as of the date of the hearing in this case), Business Manager David Roche and Business Representative Luke Ford. The meeting was an introductory meeting at which the Local 40 representatives explained how Local 40 worked and assigned labor. Hixson told the Union representatives that he was not looking for additional sheet metal workers at that time. The Union representatives asked that Local 40 be

considered for future work. According to Hixson the meeting was a "generally friendly conversation". Hixson did however sign an agreement with the Pipefitters and Plumbers Local 777 in February 2004 as it had been difficult for Respondent to obtain skilled employees in this trade. By letter of October 21, 2004, Local 40 organizer Shawn Dukett reminded Respondent's co-owner Debra Roggero that Massimo was an example of the very qualified sheet metal workers that Local 40 could offer.

On March 16, 2004, then organizer Frank Pannone, received a call from a contractor who informed him that unlicensed sheet metal workers were performing work at an Olive Garden restaurant jobsite in Waterford, Connecticut. Pannone visited the jobsite and found that Dendy Mechanical Contractors, Inc., an out of state contractor, had unlicensed personnel on the jobsite. By his letter of that date, (March 16th) he filed a complaint with the Department of Consumer Protection requesting an investigation. He subsequently received a telephone call from the Department of Consumer Protection notifying him that three unlicensed sheet metal employees had been found on the jobsite. On April 29, 2004, Pannone resubmitted his March 2004 complaint to the Department of Consumer Protection and requested another investigation after being notified by the same contractor that unlicensed sheet metal employees were again on the Olive Garden jobsite. When Roggero learned of this from the Department of Consumer Protection she wrote the following memo to Dendy.

> This has become extremely critical. Our employee who pulled the permit now has to go in front of the licensing board and possibly have his licensed (sic) revoked as well as Eastern Energy's mechanical contractors license. They have also stated since this was the second formal complaint, there are fines that will be assessed. …Please understand, Jose or any of your men are not to be back on site at ALL. Not even on the weekends, evenings, etc. They are watching and could result in arrest and further damage our plea to reduce fines and suspension or revoking licenses. Please understand the seriousness of this matter and comply.

As of July 2005, Local 40's Olive Garden complaints were still pending. On July 7th, the Occupational and Professional Licensing Division of the State Heating, Cooling, Sheet Metal and Piping Work Examining Board issued a formal complaint against the Respondent and issued a notice of hearing set for August 25th.

Also on July 7th, 2005, Local 40 organizer Thomas Kelm, another organizer Kenneth Moore and two out-of-work journeymen, Arthur Bregoli and Gerald Satin went to Respondent's facility to apply for work. All of these four individuals were licensed sheet metal journeymen and each of them had over 20 years of experience in the trade. Each of them testified, without rebuttal, that they were available for work as indicated on their applications. The four men entered Respondent's facility and were directed to Melissa Bradshaw, Respondent's Administrative Assistant. Three of them wore Union insignia, openly visual on their clothing and asked for applications. Bradshaw asked them, "Are you union?" They replied in the affirmative. She then said, "We do not hire union sheet metal here." Kelm nonetheless asked her if they could file applications and could take them with them to fill out later and asked if they could be faxed in to Respondent and Kelm also asked Bradshaw if he could take extra copies to be filed by other sheet metal workers who might be

interested in employment. Bradshaw agreed to all of the above. She did not request to copy their sheet metal licenses. However Roggero testified in this proceeding that Respondent normally makes a copy of the applicant's license. Bradshaw told the employees that the applications were good for three years in answer to an inquiry by Kelm. The employees then left the facility and Kelm took photos of two signs in front of the facility which read "SHEET METAL INSTALLERS" and "HELP WANTED." There was also another sign nearby on the property listing three companies including "EES Eastern Engineering Services." Employee Paul Massimo testified without rebuttal that on July 15, 2005, Shawn Hixson called him and asked whether he knew an applicant who had applied for employment with the Respondent. Missimo told Hixson he did not know the individual. Hixson then asked Massimo why, "the Union was sending guys down there" in apparent reference to the four Union member applicants who had filed applications with Respondent on July 7, 2005. Massimo told Hixson he did not know. None of the four applicants were ever called for an interview or contacted in any manner by the Respondent. At the hearing on August 25, 2005, a stipulation containing a Cease and Desist Order was entered into by Dendy Mechanical Contractors, Inc., and the authorized representative of the Connecticut Heating, Piping, Cooling and sheet metal work Examining Board providing for the payment of a civil penalty of $20,000 by Dendy to the State of Connecticut. The charges against all of the other charged parties, including the Respondent Eastern Energy, were dismissed at the hearing. Debra Roggero attended the meeting and after the conclusion of the hearing, Organizer Kelm who had attended the hearing, introduced himself to Roggero and asked to meet with her to discuss Local 40. She told him to call her for an appointment.

On September 26, 2005, Local 40 had a second meeting with Hixson, this time at the Pipe Fitters office as the Pipe Fitters business manager James Juliano had set up the meeting. Present were Hixson, Luke Ford, Business Agent for the Sheet Metal workers and organizer Thomas Kelm and Local 40 Business Manager David A. Roche. Roche was aware that Respondent had signed an agreement with the Pipefitters and told Hixson, they might need some union help. However when the Union began to explain the benefits it had to offer, Hixson's response was negative. Hixson said he did not need the Union's help as he did not need sheet metal workers and could obtain sufficient help without Local 40 whereas he had signed an agreement with the Pipefitters because he had a problem in getting sufficient help from that trade.

On October 19, 2005, Kelm and Luke Ford went to a job site at the University of Connecticut Student Union Building where Ford had union members working for a Union contractor, (Ernest Peterson Roofing). Ford and Kelm saw one of Respondent's pipefitter employees working on Black Iron Duct work which Local 40 contends these workers were not licensed to perform. After some discussion between the Local 40 representatives and the job superintendent, Ford and Kelm went to the Eastern Energy office and met with Roggero in her office. Luke introduced himself and told her he had people out of work and asked if she could employ his people on the job as Respondent had employees doing the Black Iron Duct work who were not licensed to do it. Roggero said the Business Representative of the Plumbers and Fitters had told her it was okay for employees to do this work. At the hearing in this case Roggero testified she had been told the journeyman licenses of her employees were sufficient to permit her employees to perform this work. At the October 19th meeting Roggero held up a piece of paper and told Ford and Kelm. "I don't do business with

organizations [sic] who file complaints with the Department of Consumer Protection and cost my company money." She also said she was not going to hire any of the Union's sheet metal workers as she could get other sheet metal workers as needed from other companies laying them off. Roggero did not deny having made these comments. This was in reference to a charge which had been filed by Kelm on October 7, 2005, with the Department of Consumer Protection concerning the performance of Black Iron Duct work which was being performed by a craftsman for Eastern Energy on the Student Union Jobsite at the Main Campus of the University of Connecticut at Storrs, Connecticut. Kelm's charge stated that the craftsman performing their installation did not have a valid Sheet Metal license. Eastern Energy had received a copy of the charge which Kelm recognized as the one being held by Roggero. At the meeting Kelm told Roggero that Respondent had been hiring and that Local 40 members were being discriminated against by Respondent. Roggero denied the discrimination charge. At that meeting Kelm resubmitted the applications of the four employees including himself, who had obtained the blank applications at Respondent's facility on July 7, 2005. He also submitted the applications of Nicholas Susko, Charles Bristol, Armand Joseph Richard, Paul Hinds and Damien Pisani that day. Damien Pisani was in the Union's apprenticeship program and had approximately five years experience. The other employees were experienced licensed journeymen. It is undisputed that none of the foregoing employees whose applications were submitted on July 7, 2005 and October 19, 2005, were ever contacted by the Respondent.

It is undisputed that the Respondent hired seven employees between July 7th, 2005, when Kelm and the other three employees first applied and October 3, 2005, when Respondent ceased hiring. Massimo testified, without rebuttal that on August 11, 2005, he called Hixson for a job reference and Hixson told him he had recently hired Mike Brainard and Victor Benintende, who were two sheet metal workers with whom he had worked previously. On September 27, 2005, Kelm met Dave Myers, a former Local 40 member at the Colchester Elementary School. Myers told him Respondent was very busy and had recently hired employees. Respondent hired sheet metal workers for the field or the shop. It hired five sheet metal mechanics and two apprentices after July 7th. Respondent contends that Michael Brainard hired on September 6 and Timothy Kirk hired on October 3, were both hired as foremen. Victor Benintende was rehired as a mechanic on July 13th. Warren Sealey was hired as a mechanic on July 25th and David Myers was rehired as a mechanic on July 13th. Apprentice Michael Donofrio was hired on August 12th and apprentice Justin Stellers was hired on August 16th. Roggero testified that the hiring of Sealey, an African American, helped Respondent to meet its affirmative action goals. Respondent also introduced evidence that it had hired Local 40 members prior to July 7th. It is undisputed that Respondent hired members of Local 40 prior to July 7th. However it is also undisputed that Respondent has not contacted or hired any applicant who was a current member of Local 40 since July 7th. It appears from the foregoing that Respondent's failure and refusal to consider for hire and to hire members of Local 40 stems from Local 40's push to advance the employment of its members by Respondent and from the Union's concerted activities in the filing of charges before the Connecticut Department of Consumer Protection against Respondent.

Analysis

I find that the statement made by Melissa Bradshaw, to the four applicants for employment on July 7th, that Respondent does not hire union members was inherently coercive and violative of the Act and demonstrates Respondent's animus toward the Union. Her failure to make copies of their licenses demonstrates her knowledge that Respondent did not hire union members. I find that Bradshaw was involved in the application process and was therefore placed in a position of apparent authority on behalf of the Respondent and her comments are attributable to the Respondent and constitute violations of Section 8(a)(1) of the Act. *G. M. Electrics*, 323 NLRB 125 (1997). *Little Rock Electrical Contractors,* 336 NLRB 146, 153 (2001).

I find that the July 15th interrogation of Massimo by Hixson as to why the Union was sending its members to Respondent to apply for work was violative of Section 8(a)(1) of the Act. Although Massimo was a known member and advocate of the Union, he was nonetheless an employee under the Act who applied for and received employment from Respondent from time to time, *Little Rock Electrical Contractors, Inc., supra* at 153*; Jules V. Lane, P.D.S., P.C.*, 262 NLRB 118, 119 (1982). Under these circumstances the interrogation of Massimo by Hixson was inherently coercive.

I find the statement made by Roggero to Union representatives Ford and Kelm on October 19th, that she would not do business with organizations who file charges with the Department of Consumer Protection and cost her company money was inherently coercive and violative of Section 8(a)(1) of the Act. This constituted a threat that she would not hire the Union's members because of the Union's engagement in concerted activities on behalf of their membership. *Pan American Electric,* Inc., 328 NLRB 54, 66 (1999).

I find that the General Counsel has established a prima facie case that Respondent refused to consider and hire applicants Kelm, Satin, Bregoli and Moore and that it refused to consider for hire applicants Charles Bristol, Nicholas Susko, Armand Joseph Richard, Paul Nieves, and Damien Pisani whose applications were filed by Kelm on their behalf on October 19th.

In *NLRB v. Town and Country Electric,* 516 U.S. 85 (1995) the United States Supreme Court recognized that the rights of union organizers to apply for jobs and to hold those jobs are protected by Section 7 of the Act. Their union organizer status does not diminish their rights to the protection of Section 7. In the instant case the evidence clearly establishes that Kelm and Moore did not commit any act which would deprive them of the protection of the Act. Clearly they were not hired because of their engagement in protected concerted activities and their status as union organizers.

Under *Wright Line,* 251 NLRB 1083 (1980) end. 662 F.2d 899 (1st Cir. 1981), cert denied 455 U.S. 989 (1982) the General Counsel has the initial burden to establish that:

1. The employees engaged in protected concerted activities.

2. The employer had knowledge or at least suspicion of the employees' protected activities.

3. The employer took adverse action against the employees.

4. A nexus or link between the protected activities and the adverse action underlying motive.

Once these four elements have been established, the burden shifts to the Respondent to prove, by a preponderance of the evidence that it took the action for a legitimate non-discriminatory business reason. In *Fluor Daniel, Inc.*, 304 NLRB 970 (1991) the Board said that once the General Counsel makes a prima facie case that protected conduct was a motivating factor in the employer's decision, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.

The elements that General Counsel must prove to establish a Refusal to Consider for Hire are:

1) the employer excluded applicants from the hiring process and

2) antiunion animus was a contributing factor for the employer's failure or refusal to consider the applicants for hire. *FES*, 331 NLRB 9, 15 (2000). Once these two elements have been established, the burden shifts to the employer to prove that it would not have considered the applicants in the absence of their union activities. *Wright Line, supra*..

The elements of a refusal-to-hire case are:

> (1) that the employer was hiring, or had concrete plans to hire, at the time of the alleged unlawful conduct; (2) that the applicants had experience or training relevant to the announced or generally known requirements of the positions for hire, or in the alternative, that the employer has not adhered uniformly to such requirements, or that the requirements were themselves pretextual or were applied as a pretext for discrimination and (3) that antiunion animus contributed to the decision not to hire the applicants. *FES*, *supra*; *Wright Line*, *supra*

In the instant case I find with respect to the refusal to consider that the General Counsel has established that the applicants who filed applications on July 7th and October 19th were excluded from the hiring process and that antiunion animus was a contributing factor for Respondent's failure or refusal to consider the applicants for hire. I find Respondent has failed to prove that it would not have considered the applicants in the absence of their union membership.

I also find that with respect to the refusal to hire case, that the General Counsel has established that Respondent was hiring during the period beginning with the July 7th applications, that the applicants had experience and training relevant to the generally known requirements of the positions for which they applied and that antiunion animus contributed to the decision not to hire the applicants. Although Respondent put on testimony as to why it

hired other applicants than the discriminatees who filed their applications on July 7th, I did not find it convincing to establish that the Respondent would not have hired the discriminatees even in the absence of its unlawful motivation. I thus find that the Refusal to Consider for Hire and Refusal to Hire were violative of Sections 8(a)(1) and (3) of the Act.

Conclusions of Law

1. Respondent is an employer within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent has violated and is violating Sections 8(a)(1) and (3) of the Act..

The Remedy

Having found that the Respondent has violated and is violating the Act, it shall be ordered to cease and desist therefrom and in any like or related manner, interfering with, restraining or coercing its employees in the exercise of their rights under Section 7 of the Act and to take certain affirmative actions to effectuate the purposes of the Act including, but not limited to, posting appropriate notices.

Respondent should also be ordered with respect to its failure to consider and hire Bregoli, Moore, Kelm and Satin, to instate them to the positions for which they applied, or to substantially equivalent positions without prejudice to their seniority or any other rights or privileges they would have enjoyed absent the discrimination against them and make them whole for any loss of earnings and other benefits resulting from Respondent's refusal to hire, less any net interim earnings, plus interest *Wild Oat Markets, Inc.*, 344 NLRB No. 86 (Slip Op. at 2-3 May 26 (2005) The reimbursement to employees should be computed as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir, 1971). Interest shall be computed as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987) at the "short term Federal Rate" for the underpayment of taxes as set out in the 1986 amendment to 26 U.S. Code Section 6621.

Respondent should also be ordered to consider Bristol, Susko, Richard, Nieves and Pisani for future employment, in accordance with nondiscriminatory criteria, to notify them of future openings in positions for which these employees applied, and after a compliance proceeding, make them whole for any loss of earnings and benefits that they may have suffered as a result of Respondent's unlawful acts. See *Wild Oats Markets, Inc., supra*.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[1]

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1 If no exceptions are filed as provided by § 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, Eastern Energy Services, LLC, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discriminatorily refusing to consider for hire and refusing to hire applicants for employment because of their union membership or support of the Union.

(b) Telling employees that Respondent does not hire sheet metal workers who are union members.

(c) Interrogating employees concerning the Union and its members' engagement in concerted activities.

(d) Telling Union representatives that Respondent will not do business with the Union or that it will not hire members of the Union because the Union has filed charges against it with the Connecticut Department of Consumer Protection.

(e) In any like or related manner interfering with, restraining or coercing employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer to hire discriminatees Thomas Kelm, Arthur Bregoli, Gerald Satin and Kenneth Moore to the positions for which they applied or if those jobs no longer exist, substantially equivalent jobs, without prejudice to their seniority or any other rights or privileges and make them whole with full backpay and benefits as set out in the Remedy, with interest.

(b) Consider for hire Charles Bristol, Nicholas Susko, Armand Joseph Richard, Paul Nieves and Damien Pisani for future employment in accordance with nondiscriminatory criteria and notify them of future openings in the positions for which these employees applied, and after a compliance proceeding make them whole for any loss of earnings and benefits that they may have suffered as a result of Respondent's unlawful actions, with interest.

(c) Inform the discriminatees in writing that it will not discriminate against them in any manner in the future.

(d) Within 14 days after service by the Region, post at its facility copies of the attached notice marked "Appendix."[2] Copies of the notice on forms provided by the Regional Director for Region 34, after being signed by Respondent's authorized representative, shall be posted for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the attached notice to all current employees and former employees employed by the Respondent at any time since July 2005.

(e) Within 21 days after service by the Regional Office, file with the Regional Director for Region 34, a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

(f) Preserve and, within 14 days of a request, provide at the office designated by the National Labor Relations Board or its agents, one copy of all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

Dated at Washington, D.C., August 9, 2006.

_____

Lawrence W. Cullen
Administrative Law Judge

2 If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.

APPENDIX

NOTICE TO EMPLOYEES

Posted by the Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT inform job applicants that they will not be hired because of their union affiliation or engagement in concerted activities.

WE WILL NOT interrogate employees concerning their union activities.

WE WILL NOT fail and refuse to consider for hire and to hire employees because of their membership in or support of Sheet Metal Workers' International Association, Local Union No. 40.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the Act.

WE WILL within 14 days from the date of the Order offer to hire Thomas Kelm, Arthur Bregoli, Gerald Satin and Kenneth Moore to the positions for which they applied or if those jobs no longer exist, substantially equivalent jobs, without prejudice to their seniority or any other rights or privileges and make them whole with full backpay and benefits, with interest.

WE WILL consider for hire in accordance with non-discriminatory criteria Charles Bristol, Nicholas Susko, Armand Joseph Richard, Paul Nieves and Damien Pisani and notify them of future openings in positions for which these employees applied, and after a compliance proceeding, make them whole for any loss of earnings and benefits that they may have suffered as a result of our unlawful actions, with interest.

EASTERN ENERGY SERVICES, LLC
(Employer)

Dated: _____ **By:** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

280 Trumbull Street, 21st Floor, Hartford, CT 06103-3503,
(860) 240-3002, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S

COMPLIANCE OFFICER, (860) 240-3524